

AN ORDINANCE APPROVING A LEASE BETWEEN THE FORT WAYNE FIRE STATION BUILDING CORPORATION ("LESSOR") AND THE CITY OF FORT WAYNE ("LESSEE") TO PROVIDE FOR A NEW STATION #13 FIRE STATION.

WHEREAS, a petition, certified by the Auditor of fifty or more taxpaying citizens of Fort Wayne, Indiana, was heretofore filed requesting the construction of and said leasing of the new Fire Station #13 (the "Project"), from Fort Wayne Fire Station Building Corp., a not for profit corporation, which corporation was organized pursuant to the provisions of Indiana Code 36-1-10, and said petition has previously been approved by this Common Council.

WHEREAS, Fort Wayne Fire Station Building Corp., has been organized pursuant to the above mentioned Acts for the purposes, among others, of the construction of and leasing of the Project and has had prepared drawings, plans, and specifications and estimated budget for the cost (including among other things capitalized interest,) for the cost of the construction and leasing of the Project and has had drafted and submitted to Common Council a proposed lease for said Project; and

WHEREAS, said drawings, plans and specifications will be approved in writing by the State Board of Health, Department of Fire Prevention and Building Safety, and all other agencies required by law to approve such plans and specifications; and

WHEREAS, pursuant to the terms of the proposed lease, a bond has been submitted to the City of Fort Wayne, by Fort Wayne Fire Station Building Corp.; and

WHEREAS, notices of hearing on the proposed lease were given by publication in The Journal-Gazette and The News-Sentinel, Fort Wayne, Indiana, on February 12, 1994, and said hearing has been held in accordance with said notices; and

1 WHEREAS, the 99th Congress of the United States
2 passed the Tax Reform Act of 1986 (the "Act") pursuant to
3 which the City must make certain representations and
4 covenants in order for the Certificates to be marketed as
5 tax exempt instruments; and

6 WHEREAS, the attached Exhibit A is now
7 presented to this Common Council as the contractor
8 submitting the low bid for the project.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
10 OF THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. That the Common Council of the City
12 of Fort Wayne, Indiana, now finds that said drawings,
13 plans, specifications and estimated budget for the cost
14 (including among other items capitalized interest)
15 provide the necessary facilities for the City of Fort
16 Wayne, and the same are now hereby approved by the Common
17 Council.

18 SECTION 2. That the proposed lease with Fort
19 Wayne Fire Station Building Corp., as Lessor, two (2)
20 copies of which are on file in the Office of the Clerk
21 and available for inspection, provides for a fair and
22 reasonable rental and further that the execution of said
23 lease is necessary and wise and the terms and conditions
24 thereof are hereby approved.

25 SECTION 3. That the Mayor and the City's Board
26 of Public Works are hereby authorized to execute the
27 aforesaid lease on behalf of the City of Fort Wayne,
28 Indiana.

29 SECTION 4. That the bond submitted by Fort
30 Wayne Fire Station Building Corp., to the City of Fort
31 Wayne, Indiana, meets the approval of the Common Council
32 of the City of Fort Wayne, and the Common Council
 approves and accept said bond on behalf of the City of
 Fort Wayne.

1 SECTION 5. That the Mayor of the City of Fort
2 Wayne, be and he is hereby authorized to execute all
3 necessary certifications, documents and instruments,
4 including the Uniform Commercial Code Financing
5 statements, in connection with the lease between Fort
6 Wayne Fire Station Building Corp., as Lessor, and the
7 City of Fort Wayne, as Lessee, dated as of the date
8 hereto.

9 SECTION 6. That the Mayor of the City of Fort
10 Wayne, Indiana, be and he is hereby authorized and
11 directed for and on behalf of the City of Fort Wayne, to
12 sell the real estate described in Exhibit "B" attached to
13 the Lease, to Fort Wayne Fire Station Building Corp., for
14 an amount established by court-appointed appraisers in
15 accordance with I.C. 36-1-10-11, as amended, and that he
16 is authorized to execute any documents in connection
17 therewith including a Warranty Deed from the City of Fort
18 Wayne to Fort Wayne Fire Station Building Corp., for the
19 real estate to be leased to the City of Fort Wayne, under
20 the aforesaid lease.

21 SECTION 7. That an annual tax levy shall be
22 authorized in each year during the term of the lease
23 between Fort Wayne Fire Station Building Corp., as
24 Lessor, and the City of Fort Wayne, as Lessee, dates as
25 of the date hereof to provide the necessary funds with
26 which to pay the rent under the lease.

27 SECTION 8. That the City of Fort Wayne
28 covenants that it will restrict the use of the proceeds
29 of the Lease raised through the sale of the Bonds in such
30 manner and to such extent, if any, as may be necessary,
31 so that the Lease and the Bonds will not constitute
32 arbitrage bonds under Section 148 of the Internal Revenue
Code of 1986, as amended (the Code). The Authorized City
Representative (as defined in the Lease) shall, alone or
with any other officer or employee or consultant to the

1 City, give an appropriate certificate to the City for
2 inclusion in the transcript of proceedings for the Lease
3 and the Bonds, setting forth the reasonable expectations
4 of the City regarding the amount and use of all the
5 proceeds of the Bonds, and the facts and estimates on
6 which they are based, and other facts and circumstances
7 relevant to the tax treatment of the interest component
8 of payments under the Lease and, therefore the interest
9 on the Bonds.

10 The City covenants that it (a) will take or
11 cause to be taken such actions which may be required of
12 it for the interest component of payment under the Lease
13 and, therefore, the interest on the Bonds to be and
14 remain excluded from gross income for federal income tax
15 purposes, and (b) will not take or permit to be taken
16 any actions which would adversely affect that exclusion,
17 and that it, or persons acting for it, will, among other
18 acts of compliance, (i) apply the proceeds of the Bonds
19 to the governmental purpose of the borrowing, (ii)
20 restrict the yield on investment property acquired with
21 those proceeds, (iii) make timely rebate payments to
22 the federal government, (iv) maintain books and records
23 and make calculations and reports, and (v) refrain from
24 certain uses of proceeds, all in such manner and to the
25 extent necessary to assure such exclusion of that
26 interest under the Code. The Authorized City
27 Representative (as defined in the Lease) and other
28 appropriate officers are hereby authorized and directed
29 to take any and all actions, make calculations and rebate
30 payments, and make or give reports and certifications, as
31 may be appropriate to assure such exclusion of that
32 interest.

SECTION 9. That a Notice of Execution of Lease
as required by law be published.


SECTION 10. That the bids set forth on Exhibit "A" therein for the project be and are hereby awarded, subject to completion of financing and giving notice to proceed.

SECTION 11. That all contracts set forth on Exhibit "A," as well as all supporting documentation, be and is hereby assigned to Fort Wayne Fire Station Building Corp.

SECTION 5. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor and once passed and approved may not be repealed.


Council Member

APPROVED AS TO FORM
AND LEGALITY


J. TIMOTHY-MCCAULAY, CITY ATTORNEY

Read the first time in full and on motion by Long, seconded by , and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on Tuesday, the 22nd, day of February, 19 94, at 5:30 o'clock P. M., E.S.T.

DATED: 2-8-94

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Edmonds, seconded by , and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>7</u>			<u>2</u>
BRADBURY	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE				<u>✓</u>
SCHMIDT				<u>✓</u>
TALARICO	<u>✓</u>			

DATED: 2-22-94

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. S-09-94
on the 22nd day of February, 19 94

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Thomas E. Henry
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of February, 19 94, at the hour of 2:00 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 25th day of February, 19 94, at the hour of 4:00 o'clock P. M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

Bid of

WEIGAND CONSTRUCTION COMPANY, INC.

(Contractor)

1523 SUMMER STREET

(Address)

FORT WAYNE, INDIANA 46803

**For
Public Works Projects
of**

THE CITY OF FORT WAYNE

FIRE STATION NO. 13

1994

Filed JANUARY 26, 19 94

Action taken

Contractors Bid for Public Works PART I

(To be completed for all bids)
(Please type or print)

Date: JANUARY 26, 1994

1. Governmental Unit: _____
2. County: _____
3. Bidder (Firm): WEIGAND CONSTRUCTION COMPANY, INC.
 Address: 1523 SUMMER STREET
 City/State: FORT WAYNE, INDIANA 46803
4. Telephone Number: (219) 423-2341
5. Agent of Bidder (If applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public work project of CITY OF FORT WAYNE (Governmental Unit) in accordance with plans and specifications of said unit for the sum of NINE HUNDRED THIRTEEN THOUSAND \$ 913,000.00. The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, submit a proposal each in accordance with the notice.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract. If the bid is to be awarded on a unit basis, the itemization of units shall be shown on a separate attachment. The Contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

Certification of Use of United States Steel Products

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States. I.C. 5-16-8-2. I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payment.

Non-Collusion Affidavit

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding; and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, gift, commission or thing of value on account of such sale.

Oath and Affirmation

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at FORT WAYNE, INDIANA this 26TH day of JANUARY, 1994

WEIGAND CONSTRUCTION COMPANY, INC.
(Name of Organization)

By Laurence M. Weigand
LAURENCE M. WEIGAND, PRESIDENT
(Title of Person Signing)

Acknowledgement

STATE OF INDIANA
COUNTY OF ALLEN
LAURENCE M. WEIGAND } SS:

PRESIDENT of the above WEIGAND CONSTRUCTION COMPANY, INC. being duly sworn, deposes and says that (Title) (Name of Organization) and that the statements contained in the foregoing bid, certification and affidavit are true and correct.

Acceptance

The above bid is accepted this _____ day of _____, 19_____, subject to the following conditions:

Contracting Authority Members:

PART II

(Complete sections I, II, III and IV for all state and local public works projects as required by statutes.)

Governmental Unit: _____
Bidder (Firm): WEIGAND CONSTRUCTION CO., INC.
Date: JANUARY 26, 1994

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

Section I: Experience Questionnaire

1. What public works projects has your organization completed?

Contract Amount	Class of Work	When Completed	Name and Address of Owner
1,670,777.76	PUBLIC	1/93	INDIAN MDWS., FT. WAYNE, IN
2,086,078.00	PUBLIC	8/92	CARROLL H.S., FT. WAYNE, IN
3,645,802.00	PUBLIC	8/92	OAKVIEW SCHOOL, FT. WAYNE, IN
2,584,776.61	PUBLIC	9/92	IUPU THEATER, FT. WAYNE, IN
815,060.00	PUBLIC	6/92	BELMONT MIDDLE SCHQOL, DECATUR, IN

2. What public works projects has your organization now in process of construction?

Contract Amount	Class of Work	When to be Completed	Name and Address of Owner
835,474.66	PUBLIC	5/93	WHITKO COMM. SCHOOL CORP, LARWILL, IN
1,196,459.45	PUBLIC	8/93	FREMONT MIDDLE SCHOOL , FREMONT, IN
1,793,344.69	PUBLIC	12/93	ALLEN CO. JAIL CORP., FT. WAYNE, IN
1,229,550.00	PUBLIC	9/93	CENTRAL NOBLE BLDG CORP, ALBION, IN
658,450.00	PUBLIC	9/93	CENTRAL NOBLE COMM. SCHOOL, ALBION, IN

3. Have you ever failed to complete any work awarded to you? NO If so, where and why?

4. List references from private firms for which you have performed work.

ST. JOSEPH MEDICAL CENTER
SUMMIT BANK
HUNTINGTON COLLEGE
CARDIOLOGY CONSULTANTS
SEYFERTS
COLWELL GENERAL

Section II: Plan and Equipment Questionnaire

1. Explain your plan or layout for performing proposed work.
2. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you expect to require a bond.
3. What equipment do you intend to use for the proposed project?
4. Have you made contracts or received offers for all materials within prices used in preparing your proposal?

Section III: Contractor's Financial Statement

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

Section IV: Oath and Affirmation

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct to the best of my knowledge and belief.

Dated at FORT WAYNE, INDIANA this 26TH day of JANUARY, 19 94

WEIGAND CONSTRUCTION COMPANY, INC.
(Name of Organization)

By Laurence M. Weigand
LAURENCE M. WEIGAND, PRESIDENT
(Title of Person Signing)

Acknowledgement

STATE OF INDIANA
COUNTY OF ALLEN } SS:

LAURENCE M. WEIGAND being duly sworn, deposes and says that he is
PRESIDENT of the above WEIGAND CONSTRUCTION COMPANY, INC. and that the
(Title) (Name of Organization)
answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this 26TH day of JANUARY, 19 94.

Lynn M. Durbin
Notary Public LYNN M. DURBIN

My Commission Expires: OCT. 7, 1996

County of Residence: NOBLE

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID
BIDDERS BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Weigand Construction Co., Inc. as principal, and
Ohio Farmers Insurance Company and

as
sureties are held and firmly bound unto the City of Fort Wayne,
Indiana, in the sum of

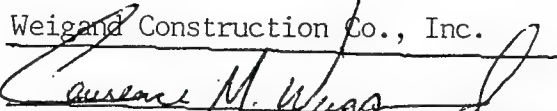
5% of Maximum Bid ----- Dollars (\$ ---5%---)
to be paid to the said City of Fort Wayne, Indiana, or its
successors or assigns, ourselves, our heirs, successors,
executors, and administrators, jointly and severally, firmly by
these presents.

SIGNED AND SEALED at Fort Wayne, Indiana,
this 26th day of January, 1994.

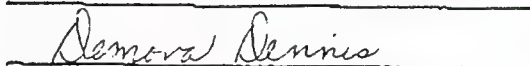
The condition of this obligation is such that if accompanying bid
or proposal of Construction of New Fire Station No. 13,
Fort Wayne, Indiana

made this day to the City of Fort Wayne, State of Indiana, is
accepted, and the contract awarded to the above bidder, and the
bidder shall, within ten (10) days after such award is made,
enter into a contract with the City of Fort Wayne, State of
Indiana, for the work bid upon, and give bond as required; then
this obligation shall be null and void; otherwise, it shall
remain in full force and effect.

SIGNED at Fort Wayne, Indiana
this 26th day of January, 1994.

Weigand Construction Co., Inc.

(Principal) LAURENCE M. WEIGAND,
PRESIDENT

Ohio Farmers Insurance Company


** (Surety) Demova Dennis,
Power of Attorney

** If signed by an agent, appropriate Power of Attorney shall be
attached.

9163:BB

General
Power
of Attorney
CERTIFIED COPY

POWER NO. 1301502 00

Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That OHIO FARMERS INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, does by these presents make, constitute and appoint **RALPH H. EDWARDS, WILLIAM F. ROEBEL, DEMOVA DENNIS, JOINTLY OR SEVERALLY**

of **FORT WAYNE** and State of **IN** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship- - - - -

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions adopted by the Board of Directors of the Ohio Farmers Insurance Company:

"Be It Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary." (Adopted at a meeting held on the 3rd day of July, 1957.)

"Be It Resolved, that the power and authority to appoint Attorney(s)-in-Fact granted to certain officers by a resolution of this Board on the 3rd day of July, 1957, is hereby also granted to any Assistant Vice-President." (Adopted at a meeting held on the 13th day of July, 1976.) This power of attorney and certificate is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Ohio Farmers Insurance Company at a meeting duly called and held on the 9th day of June, 1970:

"Be It Resolved, that the signature of any authorized officer and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

In Witness Whereof, OHIO FARMERS INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed this 29th day of JANUARY A.D., 1992.

Corporate
Seal
Affixed



State of Ohio
County of Medina ss.:

OHIO FARMERS INSURANCE COMPANY


By 
John J. Adornetto Vice President

On this 29th day of JANUARY A.D., 1992, before me personally came John J. Adornetto, to me known, who, being by me duly sworn, did depose and say, that he resides in Homerville, Ohio; that he is Vice President of OHIO FARMERS INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:


James M. Walker Notary Public

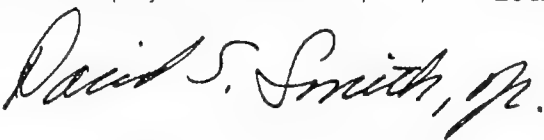
My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

CERTIFICATE

I, David S. Smith, Jr., Assistant Secretary of the OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this 26th day of January A.D., 1994




David S. Smith, Jr. Assistant Secretary

EBE - 1

THE STATE BOARD OF ACCOUNTS OF INDIANA

Sec. 2 of an Act entitled "AN ACT concerning the awarding of contracts for the performance of public work and authorizing the board of accounts to prescribe certain forms to be used in ascertaining the responsibility of contractors who submit bids for the performance of such work, providing for plans and specifications, providing for bids repealing certain laws and declaring an emergency." (Approved March 13, 1947.)

Sec. 2. Whenever the aggregate costs of any work or improvement will be five thousand dollars (\$5,000.00) or more, for the purpose of enabling such board, commission, trustee, officer or agent to ascertain and determine which of the bidders submitting bids for the performance of any such public work is, in the judgment of such board, commission, trustee, officer or agent, the lowest and/or best bidder and to exercise intelligently the discretion hereby conferred on such board, commission, trustee, officer or agent each bidder shall be required to submit under oath with and as a part of his bid a statement of his experience, his proposed plan for performing such work and the equipment which he has available for the performance of such work and a financial statement. The statements hereby required shall be submitted on forms which shall be prescribed by the state board of accounts. The forms so prescribed shall be designated, respectively, as the experience questionnaire, the plan and equipment questionnaire and the contractor's financial statement, and shall be based, so far as applicable, on the standard questionnaires and financial statement for bidders as approved and recommended by the joint conference on construction practices, for use in investigating the qualifications of bidders on public construction work, and the forms so prescribed are hereby prescribed as the forms which shall hereafter be used by all such boards, commissions, trustees, officers and agents in obtaining the information which is required in the administration of this act. If the information submitted by any bidder on the forms herein prescribed is found, on examination, to be unsatisfactory, the bid submitted by such bidder shall not be considered. (Burns Statutes 1933, Sec. 53-109) Sec. 2, Chapter 306, Acts of 1947.

TO THE BIDDER—

The following forms of questionnaires and financial statement are prescribed by the State Board of Accounts in conformity with the statute set out on the preceding page.

These forms, properly filled out and attested, must accompany each bid of five thousand dollars or more on any public work.

The forms are designed to cover all contracts for all kinds of work and the bidder is required to answer such questions as are pertinent to the work upon which he is bidding. The purpose of the questionnaire and financial statement, as set forth in the law, is to enable the awarding body to determine the qualifications of the bidder to carry out successfully the contract if the same is awarded to him.

The bidder will find it to his advantage to answer fully all questions coming within the range of the work upon which he is bidding. Particular attention should be given the "Financial Statement" and the details relative to the assets and liabilities set out. This form is made in extensive detail so that the bidder may explain his assets and liabilities in proper sequence and in a uniform manner.

T. M. HINDMAN,
State Examiner

Submitted by WEIGAND CONSTRUCTION CO., INC.

- ☒ A Corporation
☐ A Co-partnership
☐ An Individual

Principal Office at 1523 SUMMER STREET, FT. WAYNE, IN 46803

To THE CITY OF FORT WAYNE

EXPERIENCE QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a general contractor under your present business name? 38
2. How many years experience in GENERAL construction work has your organization had: (a) As a general contractor 68 (b) As a sub-contractor _____
3. What projects has your organization completed?

CONTRACT AMT.	CLASS OF WORK	WHEN COMPLETED	NAME AND ADDRESS OF OWNER
<u>1,670,777.76</u>	<u>PUBLIC</u>	<u>1/93</u>	<u>INDIAN MDWS., FT. WAYNE, IN</u>
<u>2,086,078.00</u>	<u>PUBLIC</u>	<u>8/92</u>	<u>CARROLL H.S., FT. WAYNE, IN</u>
<u>3,645,802.00</u>	<u>PUBLIC</u>	<u>8/92</u>	<u>OAKVIEW SCHOOL, FT. WAYNE, IN</u>
<u>2,584,776.61</u>	<u>PUBLIC</u>	<u>9/92</u>	<u>IUPU THEATER, FT. WAYNE, IN</u>

- 3-A. What projects has your organization now in process of construction?

CONTRACT AMT.	CLASS OF WORK	WHEN TO BE COMPLETED	NAME AND ADDRESS OF OWNER
<u>1,196,459.45</u>	<u>PUBLIC</u>	<u>8/93</u>	<u>FREMONT MIDDLE SCHOOL, FREMONT, IN</u>
<u>1,793,344.69</u>	<u>PUBLIC</u>	<u>12/93</u>	<u>ALLEN CO. JAIL CORP., FT. WAYNE, IN</u>
<u>1,229,550.00</u>	<u>PUBLIC</u>	<u>9/93</u>	<u>CENTRAL NOBLE BLDG CORP., ALBION, IN</u>
<u>658,450.00</u>	<u>PUBLIC</u>	<u>9/93</u>	<u>CENTRAL NOBLE COMM. SCHOOL, ALBION, IN</u>

4. Have you ever failed to complete any work awarded to you? NO If so, where and why?

5. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? NO If so, state name of individual, other organization and reason therefor

6. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? NO If so, state name of individual, name of owner and reason therefor

7. In what other lines of business are you financially interested? NONE

8. For what corporations or individuals have you performed work, and to whom do you refer?

SUMMIT BANK - RICHARD DOERMER

SEYFERTS FOODS - JOSEPH SEYFERT

EAST ALLEN COUNTY SCHOOLS - TOM GRABILL

CARDIOLOGY CONSULTANTS - ANDREW BARRETT

9. For what cities have you performed work and to whom do you refer?

CITY OF FT. WAYNE - JIM NORRIS

CITY OF HUNTINGTON - PUBLIC LIBRARY

10. For what counties have you performed work and to whom do you refer?

ALLEN COUNTY

NOBLE COUNTY

ADAMS COUNTY

STEBEN COUNTY

11. For what State bureaus or departments have you performed work and to whom do you refer?

STATE OF INDIANA PUBLIC PARKS DIVISION

12. Have you ever performed any work for the U. S. Government? YES

If so, when and to whom do you refer?

VETERANS ADMINISTRATION HOSPITAL

FT. WAYNE, IN

HOSPITAL ADMINISTRATOR

13. What is the construction experience of the principal individuals of your organization?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
LAURENCE M. WEIGAND	PROJ. SUPER/PRES.	7	PROJ. MGR./FIELD SUPER	
STEVEN A. FETTERS	VICE PRESIDENT	18	PROJECT MANAGER	
LOREN C. BUNNELL	VICE PRESIDENT/SEC.	10	PROJECT MANAGER	
LYNN M. DURBIN	CONTROLLER	3	ACCOUNTING	

PLAN AND EQUIPMENT QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. In what manner have you inspected this proposed work? Explain in detail.

CHECKED ACTUAL PROPERTY LOCATION, PLANS AND SPECIFICATIONS.

2. Explain your plan or layout for performing the proposed work

IN ACCORDANCE WITH PLANS, SPECIFICATIONS AND CONTRACT.

3. The work, if awarded to you, will have the personal supervision of whom?

LAURENCE M. WEIGAND

- *4. Do you intend to do the hauling on the proposed work with your own forces? N/A

If so, give amount and type of equipment to be used

- *5. If you intend to sublet the hauling or perform it through an agent, state amount of sub-contract or agent's contract, and if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility. N/A

* Items 4, 5, 6 and 7 may not be applicable in all building contracts; if not, omit.

11. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	APPROXIMATE COST
		SEE ATTACHED EQUIPMENT LIST	

12. How and when will you pay for the equipment to be purchased? N/A

13. Do you propose to rent any equipment for this work? NO If so, state type, quantity and reasons for renting.

14. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give names of dealers or manufacturers.

Dated at FORT WAYNE, INDIANA this 26TH day of JANUARY, 19 94

WEIGAND CONSTRUCTION CO., INC

(Name of Organisation)

By

LAURENCE M. WEIGAND - PRESIDENT

(Title of Person Signing)

STATE OF INDIANA

COUNTY OF ALLEN

} ss:

LAURENCE M. WEIGAND being duly sworn, deposes and says that he is
PRESIDENT of the above WEIGAND CONSTRUCTION CO., INC.

(Name of Organisation)

and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this 26TH day of JANUARY, 19 94

Lynn M. Durbin

LYNN M. DURBIN

Notary Public

My Commission expires OCT. 7, 1996

COUNTY OF RESIDENCE: NOBLE

Contractor's Financial Statement

Submitted by WEIGAND CONSTRUCTION COMPANY, INC.

☒ A Corporation
☐ A Co-partnership
☐ An Individual

with principal office at 1523 SUMMER STREET, FORT WAYNE, IN 46803

To THE CITY OF FORT WAYNE

Condition at close of business AUGUST 31,

19 93

ASSETS		Dollars						Cts.
1. Cash: (a) On hand \$ <u>200.00</u> , (b) In bank \$ <u>554,382.98</u> , (c) Elsewhere \$ _____		5	5	4	5	8	2	93
2. Notes receivable (a) Due within 90 days _____								
(b) Due after 90 days _____								
(c) Past due _____								
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment _____		5	3	7	7	9	1	86
4. Sums earned on uncompleted contracts as shown by engineer's or architect's estimate _____								
(a) Amount receivable after deducting retainage _____	1	1	2	7	5	7	8	48
(b) Retainage to date, due upon completion of contracts _____	3	0	4	2	4		4	32
5. Accounts receivable from sources other than construction contracts _____								
6. Deposits for bids or other guarantees: (a) Recoverable within 90 days _____								
(b) Recoverable after 90 days _____								
7. Interest accrued on loans, securities, etc. _____				4	5	7	4	65
8. Real estate: (a) Used for business purposes _____								
(b) Not used for business purposes _____								
9. Stocks and bonds: (a) Listed—present market value _____		8	0	3	5	4	0	97
(b) Unlisted—present value _____								
10. Materials in stock not included in Item 4 (a) For uncompleted contracts (present value) _____								
(b) Other materials (present value) _____								
11. Equipment, book value _____		8	9	2	7		9	03
12. Furniture and fixtures, book value _____		2	0	7	0		8	77
13. Other assets _____		7	3	5	9	4	3	05
Total assets _____	4	1	7	8	2	4	4	06
LIABILITIES								
1. Notes payable: (a) To banks regular _____								
(b) To banks for certified checks _____								
(c) To others for equipment obligations _____								
(d) To others exclusive of equipment obligations _____	1	8	3	0	2	4	7	03
2. Accounts payable: (a) Not past due _____	1	2	8	8	4	1	9	37
(b) Past due _____								
3. Real estate encumbrances _____								
4. Other liabilities _____		2	7	7	5	3	4	81
5. Reserves _____								
6. Capital stock paid up: (a) Common _____		1	5	0	0		0	00
(b) Common _____								
(c) Preferred _____								
(d) Preferred _____	(1	7	1	8	7	0	1	81)
7. Surplus (net worth) _____	2	4	8	5	7	4	4	66
Total liabilities _____	4	1	7	8	2	4	4	06
CONTINGENT LIABILITIES								
1. Liability on notes receivable, discounted or sold _____								
2. Liability on accounts receivable, pledged, assigned or sold _____								
3. Liability as bondsman _____								
4. Liability as guarantor on contracts or on accounts of others _____								
5. Other contingent liabilities _____								
Total contingent liabilities _____								

DETAILS RELATIVE TO ASSETS

1 Cash (a) on hand.....\$ 200.00
 (b) deposited in banks named below.....554,382.93
 (c) elsewhere—(state where)......00

NAME OF BANK	LOCATION	DEPOSIT IN NAME OF	AMOUNT
NBD BANK, N.A.	FORT WAYNE, IN	WEIGAND CONSTR. CO., INC.	362,764.86
FORT WAYNE NATIONAL BANK	FORT WAYNE, IN	WEIGAND CONSTR. CO., INC.	191,618.07

2 * Notes receivable (a) due within 90 days.....\$
 (b) due after 90 days.....
 (c) past due.....

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	DATE OF MATURITY	HOW SECURED	AMOUNT

Have any of the above been discounted or sold?..... If so, state amount, to whom, and reason.....

3 * Accounts receivable from completed contracts exclusive of claims not approved for payment.....\$ 537,791.86

NAME AND ADDRESS OF OWNER	NATURE OF CONTRACT	AMOUNT OF CONTRACT	AMOUNT RECEIVABLE
WHITKO MIDDLE SCHOOL			59,505.95
FREMONT MIDDLE SCHOOL			269,327.62
ESSEX GROUP, INC.			92,789.94
BISHOP DWENGER			76,247.95
ST. JOE MOB			35,000.00
OTHER			4,920.40

Have any of the above been assigned, sold, or pledged?.....NO..... If so, state amount, to whom, and reason.....

4 * Sums earned on uncompleted contracts, as shown by engineer's or architect's estimate:
 (a) Amount receivable after deducting retainage.....\$1,127,578.48
 (b) Retainage to date due upon completion of contract.....304,244.32

DESIGNATION OF CONTRACT AND NAME AND ADDRESS OF OWNER	AMOUNT OF CONTRACT	AMOUNT EARNED	AMOUNT RECEIVED	RETAINAGE		AMOUNT EXCLUSIVE OF RETAINAGE
				WHEN DUE	AMOUNT	
DUPONT MEDICAL CENTER				98	579.84	526,753.41
AVILLA ELEM./MIDDLE SCHOOL				14	655.92	262,162.38
ESSEX GROUP, INC.				7	579.00	112,871.70
ALLEN COUNTY JAIL				92	651.66	37,955.00
ALBION/CENTRAL NOBLE				85	542.20	157,940.99
SEYFERTS						29,800.00
OTHER				10	235.70	95.00

Have any of the above been sold, assigned, or pledged?.....NO..... If so, state amount, to whom, and reason.....

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

DETAILS RELATIVE TO ASSETS (Continued)

5 * Accounts receivable not from construction contracts \$

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	WHEN DUE	AMOUNT

What amount, if any, is past due \$

6 Deposits with bids or otherwise as guarantees \$

DEPOSITED WITH: NAME AND ADDRESS	FOR WHAT	WHEN RECOVERABLE	AMOUNT

7 Interest accrued on loans, securities, etc. \$ 4,574.65

ON WHAT ACCRUED	TO BE PAID WHEN	AMOUNT
RETAINAGE IN ESCROW	WHEN RETAINAGE IS PAID	4,574.65

8 Real estate { (a) Used for business purposes \$
book value { (b) Not used for business purposes

DESCRIPTION OF PROPERTY	IMPROVEMENTS		TOTAL BOOK VALUE
	NATURE OF IMPROVEMENTS	BOOK VALUE	
1			
2			
3			
4			
5			
6			
7			

LOCATION	HELD IN WHOSE NAME	ASSESSED VALUE	AMOUNT OF ENCUMBRANCES
1			
2			
3			
4			
5			
6			
7			

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

Stocks and bonds: (a) Listed—present market value..... \$803,540.97
(b) Unlisted—present value.....

DESCRIPTION		ISSUING COMPANY	LAST INT. OR DIV. PAID		PAR VALUE	PRESENT MARKET VALUE	QUANTITY	AMOUNT
			DATE	%				
1	BONDS	CITY SECURITIES						
2	BONDS	MCDONALD & CO.						592,072.04
3	BONDS	INVESTMENT MGMT.						44,614.46
4								166,854.47
5								
6								
7								

WHO HAS POSSESSION		IF ANY ARE PLEDGED OR IN ESCROW, STATE FOR WHOM AND REASON	AMOUNT PLEDGED OR IN ESCROW
1			
2			
3			
4			
5			
6			
7			

Materials in stock and not included in Item 4, Assets:

(a) For use on uncompleted contracts (present value).....

(b) Other materials (present value).....

[illegible]

Equipment at book value.....\$ 89,279.03

[illegible]

Are there any liens against the above?_____ If so, state total amount._____ \$_____

* If two or more items are lumped above, give the sum of their ages.

DETAILS RELATIVE TO ASSETS (Continued)

12 | Furniture and fixtures at book value..... \$ 20,708.77

13 | Other assets..... \$ 735,943.05

DESCRIPTION	AMOUNT
PREPAID INSURANCE, DEPOSITS, AND IMPROVEMENTS	80,418.23
NONCOMPETE AGREEMENT	550,000.00
COST IN EXCESS OF BILLINGS - WIP	105,524.82

TOTAL ASSETS : 4,178,244.06

DETAILS RELATIVE TO LIABILITIES

1 | **Notes payable** { (a) To banks, regular..... \$
 (b) To banks for certified checks.....
 (c) To others for equipment obligations.....
 (d) To others exclusive of equipment obligations..... 1,830,247.03

TO WHOM: NAME AND ADDRESS	WHAT SECURITY	WHEN DUE	AMOUNT
ROBERT M. WEIGAND			1,830,247.03

2 | **Accounts payable** { (a) Not past due..... \$ 1,288,419.37
 (b) Past due.....

TO WHOM: NAME AND ADDRESS	FOR WHAT	DATE PAYABLE	AMOUNT
SUBCONTRACTORS			
MATERIAL SUPPLIERS			

3 | Real estate encumbrances (See Item 8, Assets)..... \$

4 | Other liabilities..... \$ 277,534.81

DESCRIPTION	AMOUNT
INSURANCE PAYABLE	12,994.04
WAGES/TAXES PAYABLE	56,514.32
BILLINGS IN EXCESS OF COST - WIP	208,026.45

5 | Reserves..... \$

INTEREST	INSURANCE	BLDGS. & FIXT.	PLANT DEPR.	TAXES	BAD DEBTS		
\$	\$	\$	\$	\$	\$	\$	\$

6 | **Capital stock paid up** { (a) Common..... \$ 15,000.00
 (b) Preferred..... (1,718,701.81)

7 | Surplus..... \$ 2,485,744.66

TOTAL LIABILITIES : 4,178,244.06

If a corporation answer this:

Amount for which incorporated 1000 SHARES

Capital paid in cash 600 SHARES ISSUED \$

When incorporated MARCH 1, 1955

In what state INDIANA

Names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the corporation, including its officers, the signatures of whom are legally binding.

LAURENCE M. WEIGAND - PRESIDENT/TREASURER

LOREN C. BUNNELL - SECRETARY

Do you have necessary "certificate of authority" to transact corporate business in this state, under the terms of Chapter 215, Acts of 1929, and acts amendatory thereto? YES

If a co-partnership answer this:

Date of organization N/A

State whether co-partnership is general, limited or association

Give the names, addresses and proportional interests of all parties:

Name	Address	Share
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

The name of the partnership firm under which the above partners are operating is _____

Give names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the partnership, the signatures of whom are legally binding.

The undersigned hereby declares that the foregoing is a true statement of the financial condition of the individual, co-partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitter a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

NOTE: A co-partnership must give firm name and signatures of all partners.
A corporation must give full corporate name, signature of official and affix corporate seal.

Affidavit for Individual

STATE OF _____ }
COUNTY OF _____ } ss:

_____ being duly sworn, deposes and says
that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____ 19____

(Applicant must sign here)

Notary Public

Affidavit for Co-Partnership

STATE OF _____ }
COUNTY OF _____ } ss:

_____ being duly sworn, deposes and says
that he is a member of the firm of _____; that he is familiar
with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of the said
firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answers to the fore-
going interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____ 19____

(Member of firm must sign here)

Notary Public

Affidavit for Corporation

STATE OF INDIANA }
COUNTY OF ALLEN } ss:

LAURENCE M. WEIGAND

_____ being duly sworn, deposes and says that he is
PRESIDENT of the WEIGAND CONSTRUCTION COMPANY, INC., the cor-
poration described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing
its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate
statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories
are true.

Subscribed and sworn to before me this

26TH day of JANUARY 1994

LAURENCE M. WEIGAND - PRESIDENT

LYNN M. DURBIN

Notary Public

COMMISSION EXPIRES: OCT. 7, 1996

COUNTY OF RESIDENCE: MARIE

DATE: 12/01/92

WEIGAND CONSTRUCTION COMPANY, INC.

EQUIPMENT LIST

ITEM	DATE PURCH	PURCH PRICE
LASER EL LZ1044	5/22/92	\$1,595.00
G & L CRANE	8/21/92	\$45,000.00
LASER 12LP350	7/21/92	\$2,295.00
LIFT FORKS IND TRACTOR	6/16/92	\$567.00
CONCRETE SAW MK9114H	3/9/92	\$1,680.00
CLARK CONVEYOR	10/10/91	\$6,356.00
LP200 LASER DETECTOR 83435 TRIPOD	8/6/91	\$2,055.00
LASER DETECTOR LP200	4/24/91	\$573.00
2 TRAILERS MBI	3/13/91	\$5,758.15
THEADOLITE/LASER TRIPODS	8/31/90	\$4,500.00
USED TRAILER 01-1040-7344	7/18/90	\$1,800.00
USED FORK LIFT S/N 2181	3/23/90	\$8,400.00
JOB SITE TRAILER	3/19/90	\$3,177.00
CASE 185C DIESEL 16940698	1/30/90	\$10,500.00
CASE 1835C DIESEL 13938	1/30/90	\$10,500.00
SCOOTCRETE 1/2 YD T52 S/N 7149	12/15/89	\$5,500.00
EL-1 LASER MODEL 1044	8/28/89	\$2,816.37

33682

BERGER 4 1/2" CONTRAC- TORS OP TRANSIT HEAVY DUTY TRIPOD ST4 1147	12/08/88	\$1,259.00
GORDON SMITH MODEL AIR COMPRESSOR 160A KENT MODEL 125R S/N 160A 3316 AIR HOSE E501 MISC TOOLS	5/25/88	\$9,890.60
REID EH 25 TRAILER 11RF27208 H1010904	9/1/87	\$8,325.00
LINCOLN AC/D8/18/86 GAS DRIVE ELEC START	8/18/86	\$1,830.50
POWER SHUTTLE TRACTOR CASE BACKHOE BUCKET LOADER CANOPY	11/25/83	\$18,375.00
TARGET 18 HP CONCRETE SDAW EC 185	6/22/81	\$2,687.86
ONE USED SCOOTCRETE	7/22/81	\$800.00
CASE UNI LOADER N981438	11/1/80	\$18,412.16
RADIO SYSTEM CONTROL STATION MOBILES - 4	10/01/80	\$4,752.80
CASE UNI LOADER ROPS BUCKET 1520494	11/29/75	\$10,400.00
ATLANTIC MOBILE OFFICE AD 25C 1671	11/07/74	\$2,170.48
FORK LIFT USED	2/5/70	\$2,606.10
M-3 CASE FORK LIFT 1682G	1/1/67	\$1,708.50
HIGH LIFT LOADER 1682G	1/1/67	\$7,294.69
1992 CADILLAC	12/3/91	\$38,931.85
1992 FORD F250 TRUCK	12/19/91	\$9,045.55

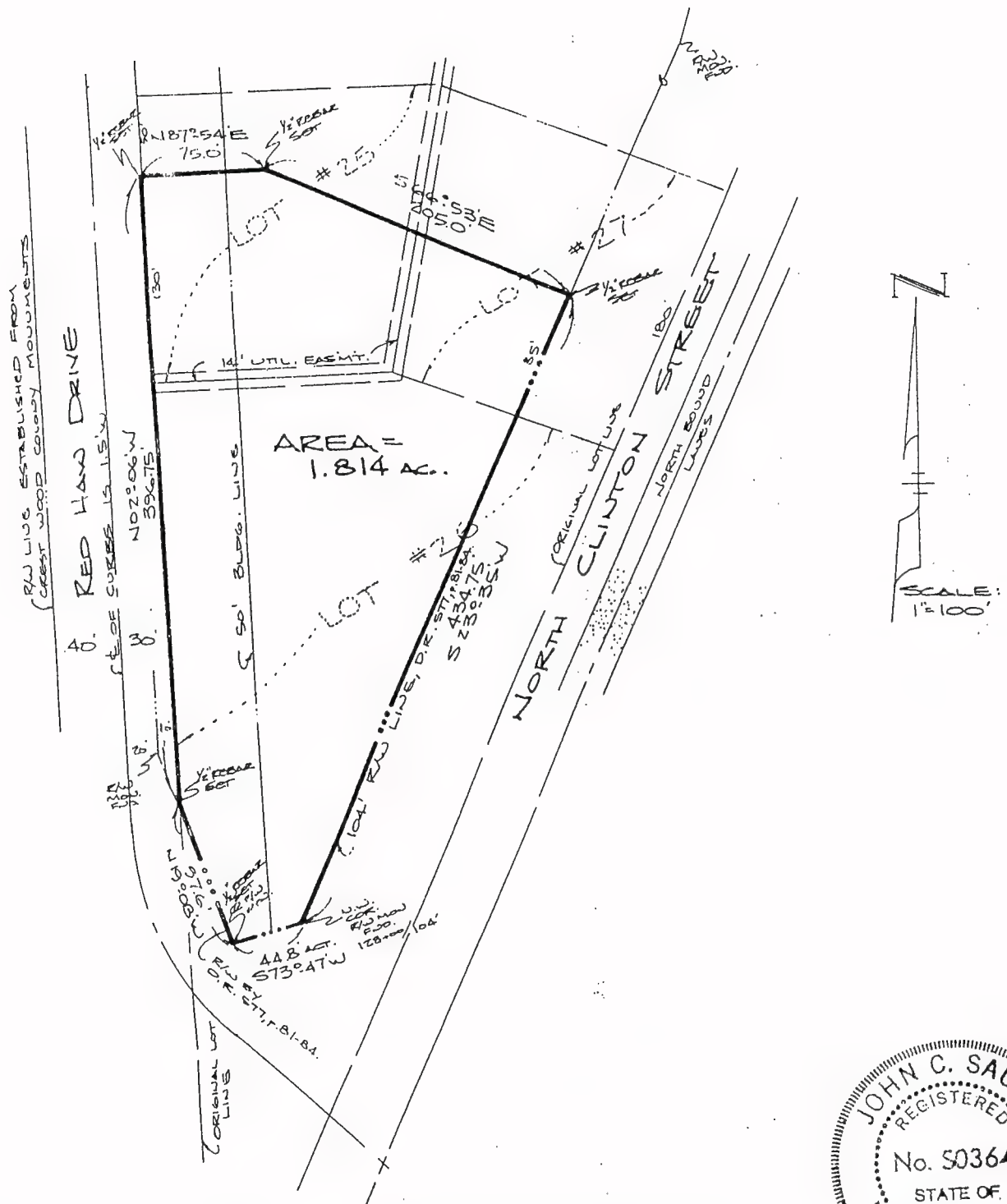
1992 FORD F250 TRUCK	12/19/91	\$14,442.30
1991 FORD EXPLORER	5/13/91	\$20,422.50
BUICK CENTURY	12/29/90	\$9,884.69
1990 FORD F250 TRUCK	5/11/90	\$14,542.50
1990 FORD FLD	12/15/89	\$14,180.00
1989 FORD F250 TRUCK	5/15/89	\$12,532.50
1992 EXPLORER		\$16,957.50
1988 FORD F250 TRUCK	3/31/88	\$11,186.00
1987 F700 TRUCK	7/1/87	\$15,700.00
1986 FORD F250 TRUCK	11/7/86	\$10,519.00

CERTIFICATE OF SURVEY

This document is a record of a resurvey of land and real estate prepared in conformity with established rules of surveying and made in accordance with the records or plat on file in the Recorder's office of Allen County, State of Indiana. The land described exists in full dimensions as shown hereon in feet. It is free from encroachments by adjoining land owners unless specifically stated below. Corners were perpetuated as indicated.

DESCRIPTION OF REAL ESTATE

See Page 2 for Legal Description.



I hereby certify on the 6th day of May, 1991 that the above survey is correct.
 Surveyed for: Fort Wayne Community Schools/City of Fort Wayne
 Survey No.: QU-142

EXHIBIT "B" TO LEASE

ZOHRAB K. TAZIAN, P.E. & L.S.
JOHN C. SAUER, L.S.
SAM L. FAUST, L.S.



CERTIFICATE OF SURVEY

This document is a record of a resurvey of land and real estate prepared in conformity with established rules of surveying and made in accordance with the records or plat on file in the Recorder's office of Allen County, State of Indiana. The land described exists in full dimensions as shown hereon in feet. It is free from encroachments by adjoining land owners unless specifically stated below. Corners were perpetuated as indicated.

DESCRIPTION OF REAL ESTATE

Parts of Lots numbered 25, 26 and 27 in DeLONG'S ADDITION, according to the plat thereof, recorded in Plat Book 25, page 88 in the Office of the Recorder of Allen County, Indiana, said parts all together being more particularly described as follows, to wit:

Beginning at the point of intersection of the West line of said Lot number 26 with the Easterly right-of-way line of Red Haw Drive (formerly Auburn Road) as established under right-of-way grant dated September 8, 1960 and recorded in Deed Record 577, pages 81-84 in the Office of said Recorder; thence North 02 degrees 06 minutes West (Indiana Department of Highways bearing and is used as the basis for the bearings in this description), on and along the West line of Lots numbered 26 and 25, a distance of 396.75 feet; thence North 87 degrees 54 minutes East, a distance of 75.0 feet; thence South 66 degrees 53 minutes East, a distance of 205.0 feet to a point on the Northwesternly right-of-way line of North Clinton Street as established under said right-of-way grant; thence South 23 degrees 35 minutes West, on and along said Northwesternly right-of-way line, a distance of 434.75 feet to the point of intersection of said Northwesternly right-of-way line with the Northerly intersection right-of-way line of said Red Haw Drive as established under said right-of-way grant; thence South 73 degrees 47 minutes West, on and along said Northerly right-of-way line, a distance of 44.8 feet to the point of intersection with the Easterly right-of-way line of said Red Haw Drive; thence North 19 degrees 08 minutes West, on and along said Easterly right-of-way line, a distance of 97.6 feet to the point of beginning, containing 1.814 acres of land, subject to all easements, restrictions and limitations of record.

This property is in Zone X, outside the 500 year flood limits, according to Flood Insurance Rate Map No.18003C0165 D, effective September 28, 1990.

I hereby certify on the 6th day of May, 19 91 that the above survey is correct.

Surveyed for: Fort Wayne Community Schools/City of Fort Wayne
Survey No.: QU-142





BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Fort Wayne Fire Station Building Corp., an Indiana Corporation, with principal office at Fort Wayne, Indiana, as Principal, and Thomas B. Summers, of Allen County, Indiana, as Surety, are held and firmly bound unto the City of Fort Wayne, Indiana, in the penal sum of Five Hundred Dollars (\$500.00), good and lawful money of the United States, to be paid to the said City of Fort Wayne, Indiana, its successors and assigns for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

The foregoing bond and obligation is conditioned on the final completion of the construction of the Fire Station #13, as more fully and completely described in a certain lease between the principal and obligee hereunder, bearing even date with the date of this bond, within a period not to exceed one (1) year from the date of this bond and obligation, unavoidable delays excepted. For the purpose of this bond and obligation, unavoidable delays shall be construed to include, but not limited to, any and all period of time consumed by hearing and/or litigation resulting therefrom, all until fully expires or determined by a court last taking jurisdiction thereof, and at the expiration of the time for any appeal, rehearing, or transfer and final action thereon, or by strikes, work stoppages, acts of God or any other circumstances not now contemplated by the parties hereto.

If the above bounden principal shall well and truly keep, do and perform the aforesaid condition, then this obligation shall be void, but otherwise shall remain in full force.

IN WITNESS WHEREOF, this bond is executed this 22nd day of February,
1994.

SURETYPRINCIPAL

FORT WAYNE FIRE STATION BUILDING CORP.

Thomas B. Summers

Thomas B. Summers, President

O. Roderick Wilson, Secretary

APPROVAL AND ACCEPTANCE

The foregoing bond, having been duly examined, is now approved and
accepted this 22nd day of February, 1994.

OBLIGEE

THE COMMON COUNCIL OF THE
CITY OF FORT WAYNE

By: _____
President

SPECIAL ORDINANCE NO. S- _____

AN ORDINANCE APPROVING A LEASE BETWEEN THE FORT WAYNE FIRE STATION BUILDING CORPORATION ("LESSOR") AND THE CITY OF FORT WAYNE ("LESSEE") TO PROVIDE FOR A NEW STATION #13 FIRE STATION.

WHEREAS, the Fort Wayne Common Council has previously found that a need exists for the construction and leasing of a new Station #13 Fire Station; and

WHEREAS, a hearing on said Lease has been held on February 22, 1994, as required by law; and

WHEREAS, prior to said hearing a Notice of Hearing was published as required by law; and

WHEREAS, the proposed Lease, drawings, plans and specifications for the proposed structure were available for public inspection after the publication of said notice and at said hearing; and

WHEREAS, at said hearing, public comment was taken as to the following issues:

1. Whether execution of the Lease is necessary;
2. Whether the proposed rental is fair and reasonable; and

WHEREAS, construction bids have been received with respect to said project.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The terms and conditions of the proposed form of Lease, two copies of which are on file in the Office of the Clerk and available for inspection, are hereby approved.

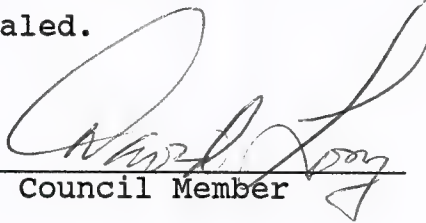
SECTION 2. The proposed rental for the Station #13 Fire Station is fair and reasonable.

SECTION 3. The Mayor and the City's Board of Public Works are hereby authorized to execute said Lease Agreement on behalf of the City.

SECTION 4. The bid of _____ to construct said structure is hereby approved.


PAGE 2

SECTION 5. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor and once passed and approved may not be repealed.



Council Member

APPROVED AS TO FORM
AND LEGALITY



J. TIMOTHY MCCAULAY, CITY ATTORNEY



The City of Fort Wayne

Paul Helmke, Mayor

MEMORANDUM

LAW DEPARTMENT

TO: MEMBERS OF CITY COUNCIL

FROM: J. TIMOTHY MCCAULAY, CORPORATION COUNSEL

DATE: FEBRUARY 8, 1994

SUBJECT: RED HAW FIRE STATION #13 LEASE

This resolution represents the second and final step concerning the approval of the Red Haw Fire Station #13 Lease.

The proposed Lease and other documents are attached to the accompanying Resolution discussed on February 8, 1994.

*J-94-02-15
(as amended)*

DIGEST SHEET

TITLE OF ORDINANCE RESOLUTION

DEPARTMENT REQUESTING ORDINANCE LAW/BOARD OF SAFETY

SYNOPSIS OF ORDINANCE APPROVES SECOND STEP IN CONNECTION WITH THE
RED HAW FIRE STATION LEASE; APPROVES THE LEASE, DRAWINGS, PLANS
AND SPECIFICATIONS.

EFFECT OF PASSAGE PROJECT CAN GO FORWARD.

EFFECT OF NON-PASSAGE PROJECT CANNOT GO FORWARD.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) SEMI-ANNUAL
LEASE RENTAL - \$82,900; TOTAL COST OF LEASE \$1,191,000.

ASSIGNED TO COMMITTEE (PRESIDENT) _____

BILL NO. S-94-02-15

REPORT OF THE COMMITTEE ON
FINANCE
CLETUS R. EDMONDS - DONALD J. SCHMIDT - CO-CHAIR
ARCHIE L. LUNSEY
DAVID C. LONG

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) APPROVING A LEASE BETWEEN
THE FORT WAYNE FIRE STATION BUILDING CORPORATION ("LESSOR") AND THE CITY
OF FORT WAYNE ("LESSEE") TO PROVIDE FOR A NEW STATION #13 FIRE STATION

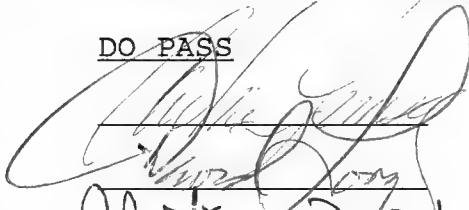
HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

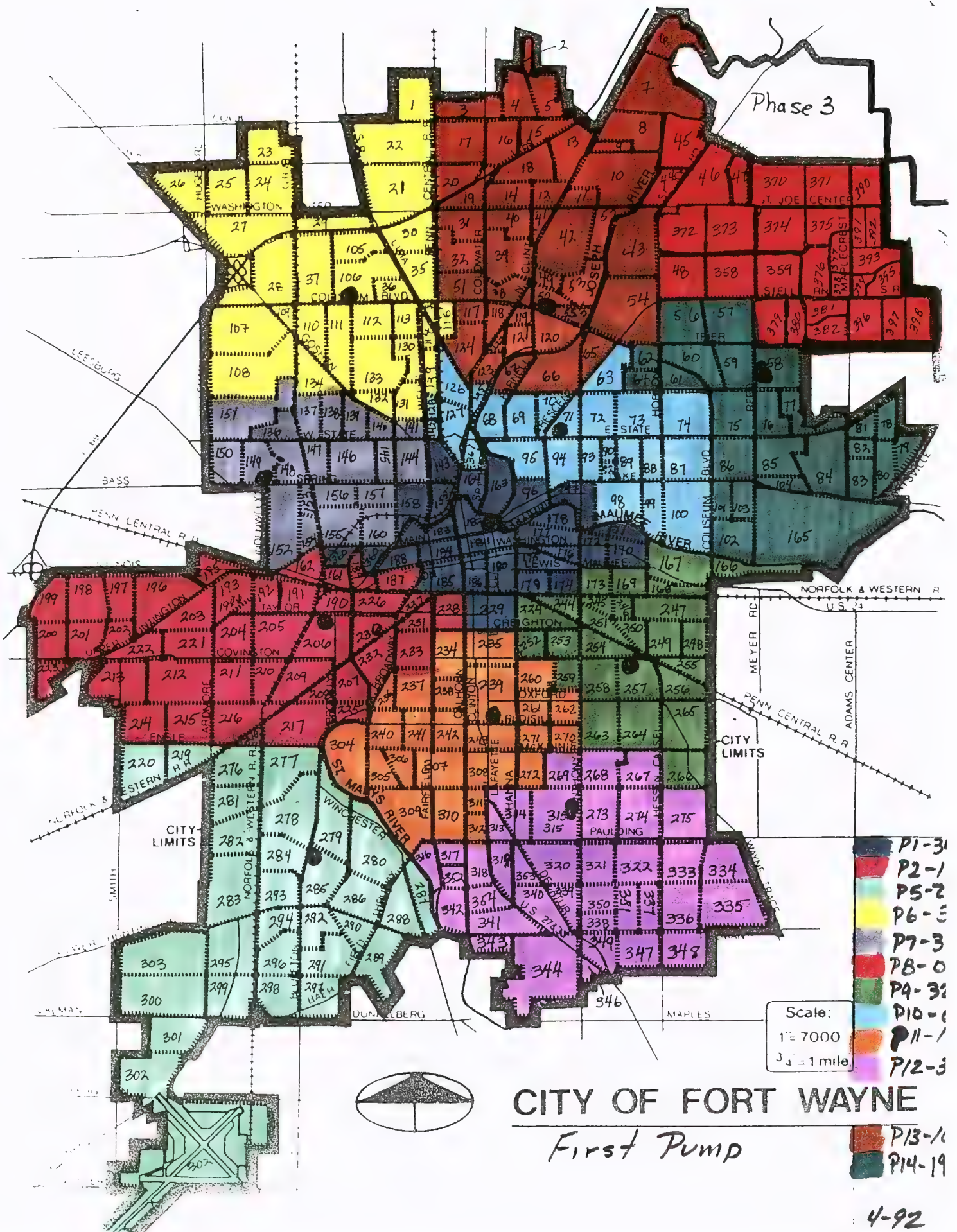
ABSTAIN

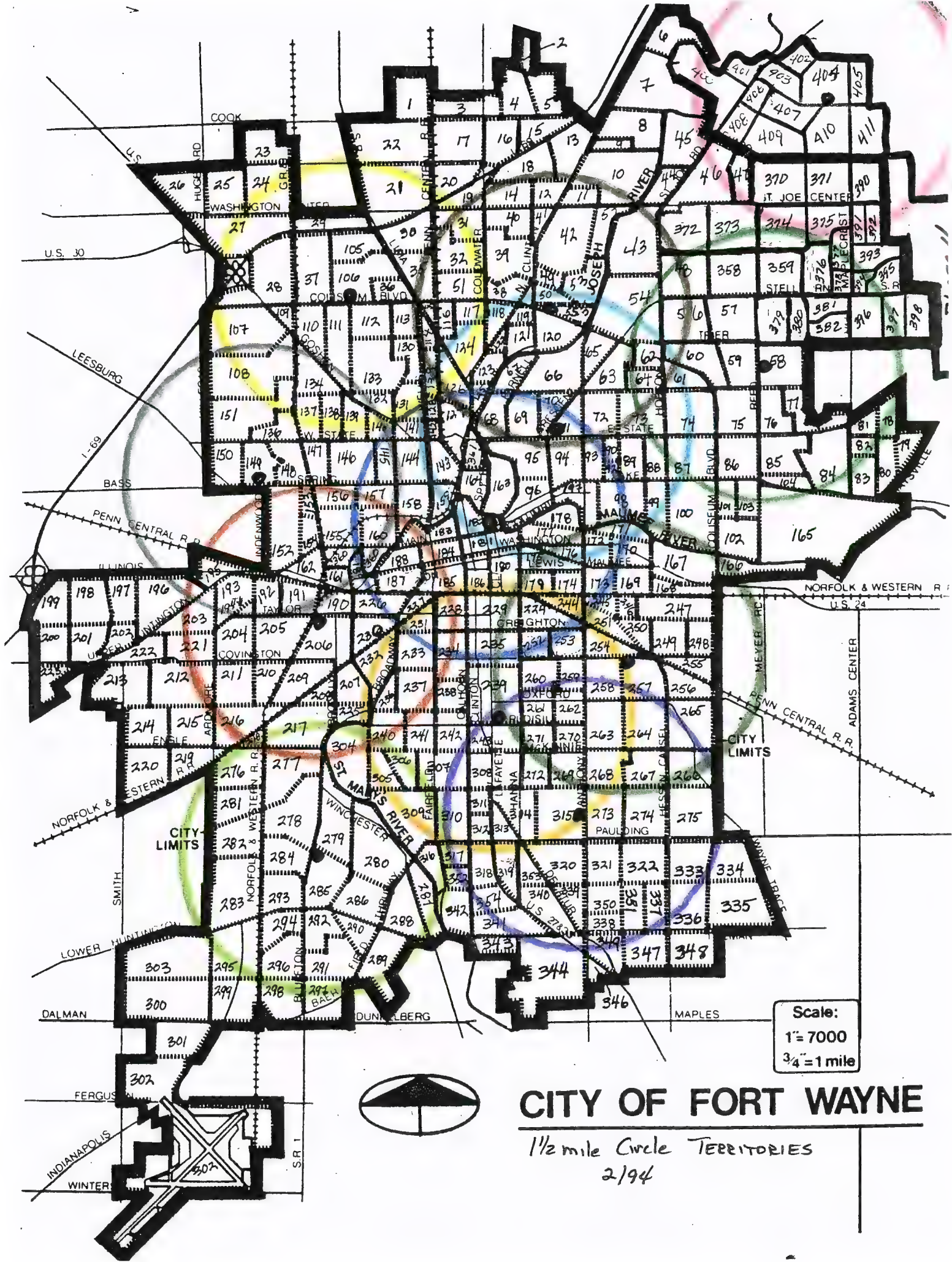
NO REC


Cletus R. Edmonds

DATED: 2-22-94

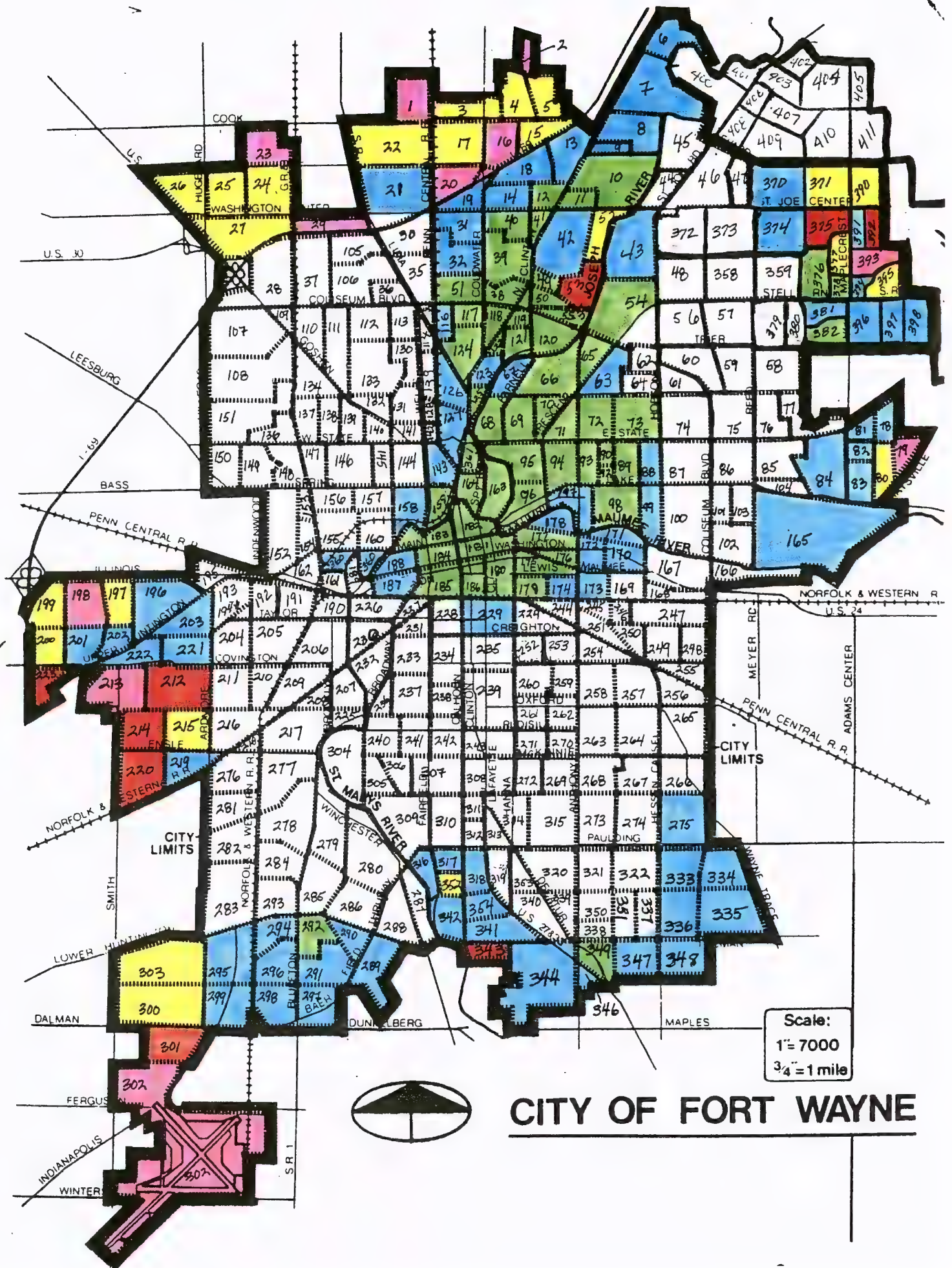
Sandra E. Kennedy
City Clerk



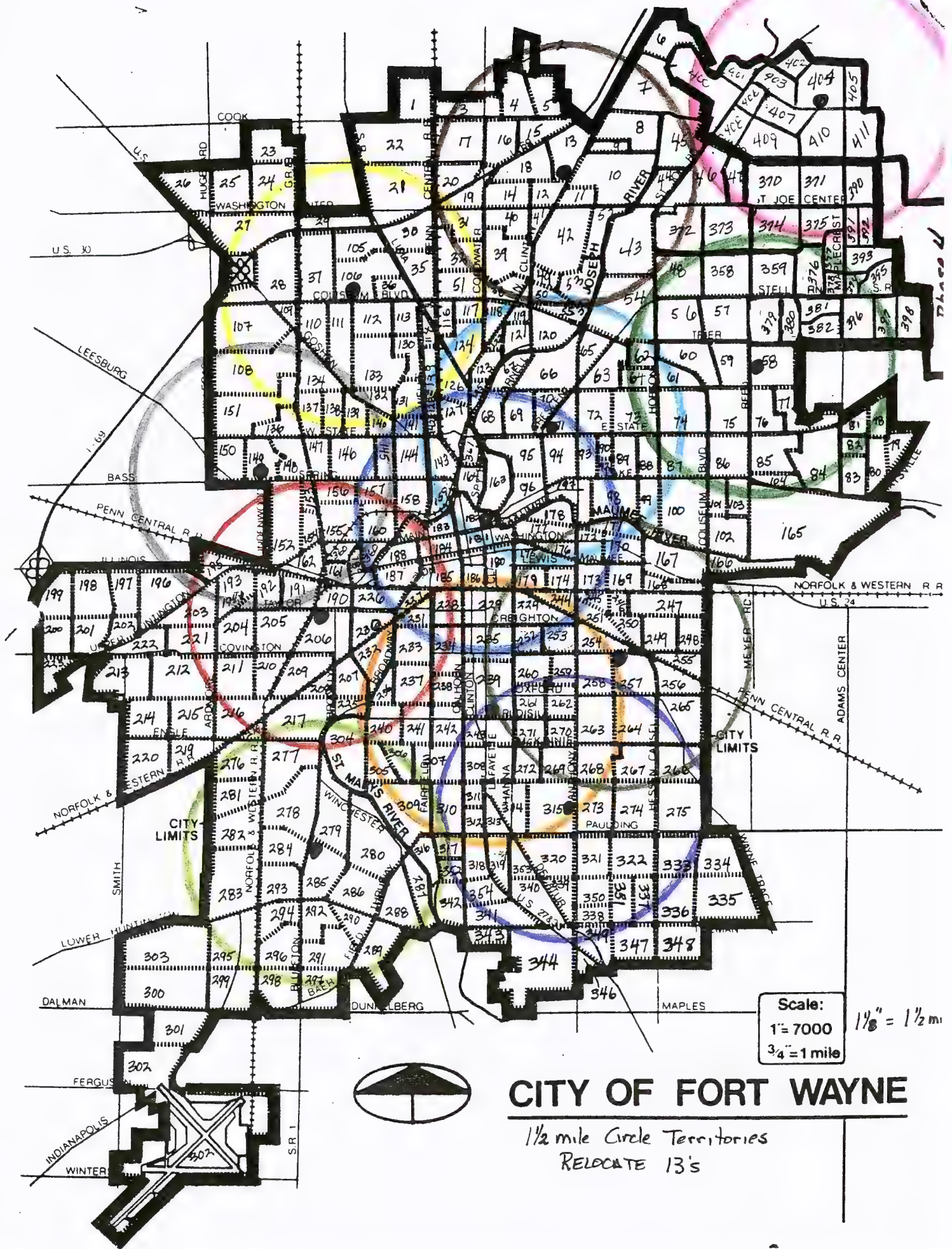


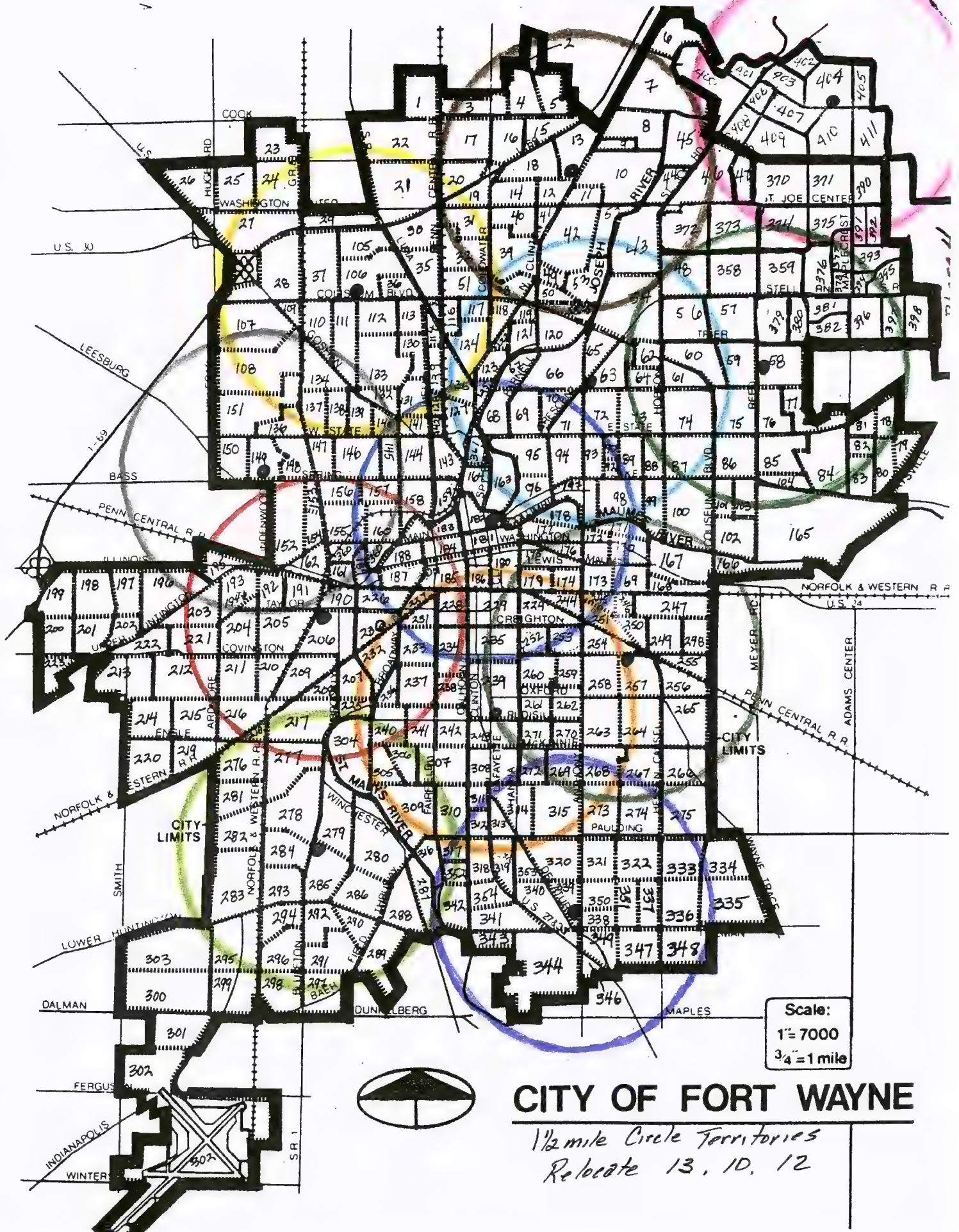
CITY OF FORT WAYNE

1/2 mile Circle TERRITORIES
2/94



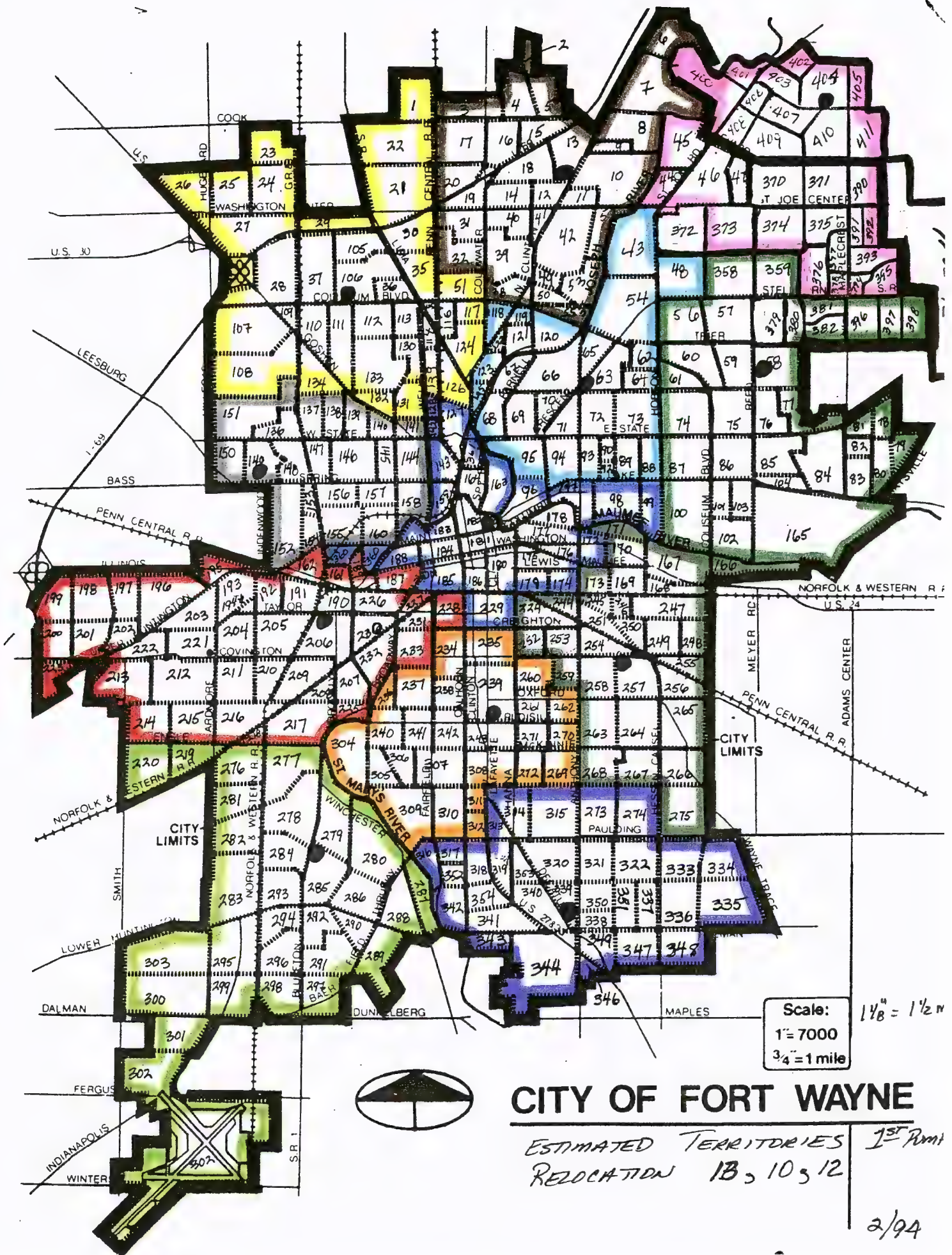
CITY OF FORT WAYNE

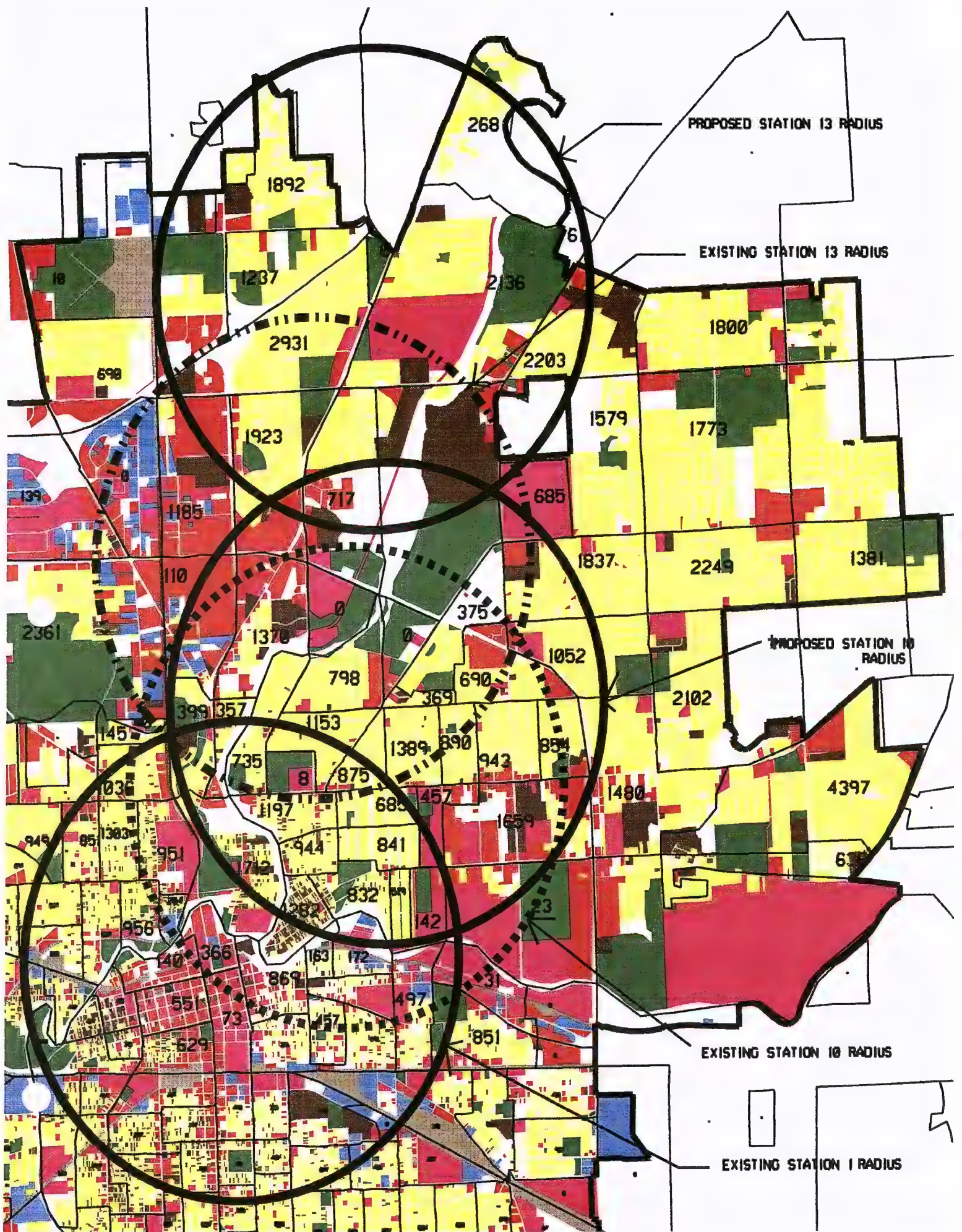




CITY OF FORT WAYNE

*1 1/2 mile Circle Territories
Relocate 13, 10, 12*





Coliseum E 13 to Hearthstone	4.3 miles
Coliseum W 6 to Hearthstone	4.7 miles
Coliseum E 13 to Lincoln Village	3.0 miles
Coliseum E 13 to Red Haw 13	1.7 miles
Red Haw 13 to Hearthstone	3.0 miles
Red Haw 13 to Lincoln Village	1.5 miles

State 10 to N. Anthony	.3 miles
State 10 to Parkview	.6 miles
State 10 to N. Anthony 10	.8 miles
N. Anthony 10 to Parkview	.8 miles

General Response Distance Vs. Time

1 mile	< 3 min
1 1/2 mile	4 - 6 min
2 mile	5 - 7 min
2 1/2 mile	6 - 8 min
3 mile	7 - 9 min



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ROOM 122 • FORT WAYNE, INDIANA 46802 • 219-427-1208

SANDRA E. KENNEDY, CITY CLERK

February 9, 1994

Ms. Connie Lambert
Fort Wayne Newspapers, Inc.
600 West Main Street
Fort Wayne, IN 46802

Dear Ms. Lambert:

Please give the attached full coverage on the date of
February 12, 1994, in both the News Sentinel and Journal
Gazette.

RE: Legal Notice for Common Council
of Fort Wayne, IN

Notice of Petition for and hearing
on proposed lease - new station #13
Fire Station

Please send us 4 copies of the Publisher's Affidavit from both
newspapers.

Thank you.

Sincerely yours,

Sandra E. Kennedy
City Clerk

SEK/ne
ENCL: 1

NOTICE OF PETITION FOR AND HEARING ON PROPOSED LEASE

Owners of taxable real estate in Fort Wayne, Indiana, are hereby notified that a petition has been filed by more than fifty owners of taxable real estate requesting the Common Council of the City of Fort Wayne to obtain the acquisition, construction, and lease of the new Station #13 Fire Station (the "Project").

The Common Council of the City of Fort Wayne has preliminarily determined to proceed with the steps necessary to enter into such a lease between The City of Fort Wayne and the Fort Wayne Fire Station Building Corp., a not-for-profit building corporation organized pursuant to I.C. 36-1-10. The lease is expected to cover the site of proposed construction and the construction of the Project.

Owners of taxable real estate are hereby notified that a public hearing will be held for all persons interested before the Common Council of the City of Fort Wayne in the City Council Chambers, City-County Building, Fort Wayne, Indiana, at the hour of 5:30 P.M. (Local Time) on the 22nd day of February, 1994, upon a proposed lease to be entered into between The City of Fort Wayne, as Lessee, and the Fort Wayne Fire Station Building Corp., as Lessor, pursuant to which the Fort Wayne Fire Station Building Corp. will construct the aforementioned Project.

The proposed lease on which the public hearing will be held and is for a term of ten (10) years and calls for twenty (20) semi-annual payments in advance, not exceeding eighty-two thousand, nine hundred dollars (\$82,900) commencing on July 12, 1995 and each January 12 and July 12 thereafter. As additional rent, the Lessee shall maintain insurance on the property to be leased as required in the lease and shall pay all taxes and assessments against such property, as well as the cost of alterations and repairs and any amount required to be paid to the United States of America pursuant to the rebate regulations codified at Section 148 of the Internal Revenue Code of 1986 as amended.

The lease contains an option to renew the lease on the same terms and conditions and an option to purchase on the nineteenth (19th) rental payment date and each rental payment date thereafter, and a provision that upon termination of the lease the improvements shall become the property of the City of Fort Wayne. The property to be leased is located on a parcel of land in the City of Fort Wayne, St. Joe Township, Allen County, Indiana.

The drawings, plans and specifications, the estimate for the cost of the Project, as well as a copy of the proposed lease, are available for inspection by the public on all business days during business hours at the office of the Controller of the City of Fort Wayne, City-County Building, 9th Floor, Fort Wayne, Indiana.

At such hearing all persons interested shall have a right to be heard upon the necessity for the execution of the lease and upon whether the lease rental provided for therein to be paid to the Fort Wayne Fire Station Building Corp., as Lessor, is a fair and reasonable rental for the Project. Such hearing may

be adjourned to a later date or dates and following such hearing, the Common Council of the City of Fort Wayne may make modifications as may be agreed upon with the Fort Wayne Fire Station Building Corp., but in no event shall the lease rental exceed the maximum set forth herein.

. Dated this 8th-day of February, 1994.

COMMON COUNCIL OF THE
CITY OF FORT WAYNE

Sandra Kennedy, Clerk

FW Common Council
(Governmental Unit)

To: The Journal-Gazette Dr.
P.O. Box 100
Fort Wayne, IN

ALLEN County, Indiana

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of type in which the body of the advertisement is set)
-- number of equivalent lines
Head -- number of lines
Body -- number of lines
Tail -- number of lines
Total number of lines in notice

COMPUTATION OF CHARGES

73 lines, 1 columns wide equals 73 equivalent lines
at .33 cents per line \$ 24.09
Additional charge for notices containing rule or tabular work (50 percent of above amount)
Charge for extra proofs of publication (\$1.00 for each proof in excess of two) 2.00
TOTAL AMOUNT OF CLAIM \$ 26.09

DATA FOR COMPUTING COST

Width of single column 12.5 ems
Number of insertions 1
Size of type 6 point

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Owners of taxable real estate in Fort Wayne, Indiana, are hereby notified that a petition has been filed by more than fifty owners of taxable real estate requesting the Common Council of the City of Fort Wayne to obtain the acquisition, construction, and lease of the new Station #13 Fire Station (the Project).
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Witness my hand and the seal of the City of Fort Wayne this 8th day of February, 1994.
COMMON COUNCIL OF THE CITY OF FORT WAYNE
Sandra Kennedy, Clerk

and penalties of Chapter 155, Acts 1953,
 foregoing account is just and correct, that the amount
ter allowing all just credits, and that no part of the
Cindy Gillnewater
Clerk
19 94 Title:

PUBLISHER'S AFFIDAVIT

State of Indiana)
) ss:
Allen County)
Personally appeared before me, a notary public in and for said county and state, the undersigned Cindy Gillnewater who, being duly sworn, says that he/she is Clerk of the The Journal-Gazette newspaper of general circulation printed and published in the English language in the (city) (town) of Fort Wayne, IN in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 1 time , the dates of publication being as follows:
2/12/94

Subscribed and sworn to before me this 12th day of Feb , 19 94.
Mary L Adkison
Notary Public
MARY L ADKISON
NOTARY PUBLIC STATE OF INDIANA
ALLEN COUNTY
My commission expires:
MY COMMISSION EXP JUNE 14, 1997

PUBLISHER'S CLAIM

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(50 percent of above amount)

Charge for extra proofs of publication (\$1.00 for each proof in excess of two)

TOTAL AMOUNT OF CLAIM

\$ 24.09

2.00

\$ 26.09

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Size of type 6 point

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Dated this 8th day of February, 1994

COMMON COUNCIL OF THE CITY OF FORT WAYNE
Sandra Kennedy, Clerk
#655

and penalties of Chapter 155, Acts 1953,

foregoing account is just and correct, that the amount after allowing all just credits, and that no part of the

19 94

Title: Clerk

PUBLISHER'S AFFIDAVIT

State of Indiana)
) ss:
Allen County)

Personally appeared before me, a notary public in and for said county and state, the undersigned Cindy Gillnewater who, being duly sworn, says that he/she is Clerk of the The News-Sentinel newspaper of general circulation printed and published in the English language in the (city) (town) of Fort Wayne, IN in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 1 time , the dates of publication being as follows:

2/12/94

Subscribed and sworn to before me this 12th day of Feb, 19 94

MARY L ADKISON
NOTARY PUBLIC STATE OF INDIANA
ALLEN COUNTY
MY COMMISSION EXP JUNE 14, 1997

PUBLISHER'S CLAIM

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Pursuant to the provisions and penalties of Chapter 155, Acts 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Date: Feb 12, 19 94

Title: Clerk

PUBLISHER'S AFFIDAVIT

State of Indiana)

ss:

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My commission expires:

Cindy Gillnewater

Notary Public

MARY L ADKISON

NOTARY PUBLIC STATE OF INDIANA

ALLEN COUNTY

MY COMMISSION EXP JUNE 14, 1997

Boat House
Boat Co.
Patio/Lund/Rinker
Tracker Pontoon
Bass Boat
Tracker
Ney Marine
Pontoon
repairs and any amount required to be paid to the
United States of America pursuant to the rebate reg-
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Township, Allen County, Indiana.
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Cindy Gillnewater

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Mary L Adkison
Notary Public

MARY L ADKISON
NOTARY PUBLIC STATE OF INDIANA
ALLEN COUNTY

My commission expires: MY COMMISSION EXP JUNE 14, 1997

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